

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Donna Jo Spangler,
Debtor.

BKY No. 09-47844

ADV No. 10-04008

Randall L. Seaver, Trustee
Plaintiff,

vs.

Todd A. Spangler and Donna Jo Spangler,
Defendants,

ANSWER

Comes now the Defendants and for their answer state and allege as follows:

1. Defendants admit the allegations contained in paragraph 1, 2, 3, 4, 5, and 8 of Plaintiff's complaint.
2. As to the allegations contained in paragraph 6 and 7 of Plaintiff's complaint, on or about April 12, 2006, defendant debtor purchased a 2006 H3 Hummer (vehicle) for \$36,863.52. In August 2008, being unemployed, the debtor entered into a secured loan agreement on the vehicle with Wisconsin Auto Title Loans, Inc., 1407 Coulee Road, Hudson, WI 54056 for the amount of \$5,010.50 at an annual percentage rate of 150%. Debtor was unable to pay off the loan and Defendant Todd Spangler assisted Debtor in making the payments until the loan was paid off on March 17, 2009. The total encumbrance on the vehicle owing to Todd Spangler is \$5,648.82.
3. During this time, Todd Spangler was also helping Debtor make her mortgage payments on her homestead.

4. Schedule D on the bankruptcy petition should be amended to reflect that Defendant Todd Spangler's lien on the vehicle should be \$5,648.82 and not \$19,000.00.
5. Defendants deny the allegations contained in paragraph 9 of Plaintiff's complaint.
6. Defendants deny the allegations contained in paragraph 10 of Plaintiff's complaint. Specifically, the transfer was a contemporaneous exchange because Defendant Todd Spangler had assisted Debtor in paying off the vehicle loan with Wisconsin Auto Title Loans, Inc. from August 2008 until March 19, 2009 when the final payment was paid. Equitably, Defendant Todd Spangler is entitled to a lien of \$5,648.82 on the vehicle.
7. Defendants deny the allegations contained in paragraph 11 of Plaintiff's complaint.

WHEREFORE, the Defendants request judgment of the court as follows:

1. Allowing the Defendant Debtor to amend Schedule C and D of Debtor's petition to accurately reflect that Defendant Todd Spangler's valid lien interest in the vehicle is \$5,648.82.
2. Awarding the Defendants their costs and disbursements herein.
3. Such other and further relief as the court deems just and equitable.

Dated: February 5, 2010

/e/ James R. Doran #23681
416 East Hennepin
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Fax: 612-379-5353
E-mail: wexf@hotmail.com

CERTIFICATE OF SERVICE

Re: Bankruptcy Case No. 09-47844
Adversary Case No. 10-04008

The following entities were served by electronic mail and CM/ECF notice on February 5, 2010:

Randall L. Seaver - Trustee
rlseaver@fullerseaverramette.com

Matthew D Swanson
mdswanson@fullerseaverramette.com

US Trustee
ustpreion12.mn.ecf@usdoj.gov

I, James R. Doran, declare under the penalty of perjury that I have served the attached documents on the above listed entities in the manner shown, and prepared the Certificate of Service and that it is true and correct to the best of my information and belief.

Answer to Plaintiff's Complaint was furnished to the parties listed above.

Dated: February 5, 2010

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